

EXHIBIT B

Mechanics' Lien Documentation

STATE OF Maryland
COUNTY OF Prince Georges

NOTICE OF INTENT TO FILE A LIEN

Notice Delivered to:
General Contractor
Build Retail Inc.
C/O Wes Cashwell
103 Gannaway St.
Jamestown, NC 27282

Notifying Party:
Stella Electric Construction, LLC. dba Stella Electric
5 Glyndon Dr. #361
Reisterstown, MD 21136

Property Owner
Laurel Lakes LLC
STE 340
2800 Quarry Lake Dr.
Baltimore, MD 21209

Services: Description of services, materials and/or labor provided by the
notifying part to the below identified project:
Interior fit out of retail store

Property where services provided:
County: Prince Georges
Vitamin Shoppe Tenant Space
14136 Baltimore Ave
Laurel, MD 20707

If the party that has given you this notice is not paid in full for labor, service, equipment, or material provided, or to be provided, to your construction project, a lien may lead to loss of all or part of this property, and/or significant legal consequences.

Total Amount Owed to Notifying Party (the Debt): \$28,496.22

This notice is provided to inform you the Notifying Party has provided the above-described services to the property, and that payment for these services (the "Debt") is due and owing to the Notifying Party. This is a notice to you that the Notifying Party is owed the Debt, and that payment has not been made to the Notifying Party on the Debt.

If payment is not made to the Notifying Party in ten (10) days, a Claim of Lien, commonly referred to as a Mechanic's Lien, or Claim against the Project Bond or Contract Funds, as the case may be, will be filed against the Property in ten (10) days after delivery of this Notice as per Maryland Statutes

Signature of Claimant, and Verification

State of MARYLAND

County of CARROLL

I, Jeffrey Buerhaus, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the authorized, limited and disclosed agent of the Claimant named herein, appointed for the purposes of filing the Notice of Intention to Claim a Lien, and that I have read the foregoing Notice of Claim of Lien, know the contents thereof, and as an agent appointed by the Claimant to sign the instrument, I have been provided and thereby have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.



Claimant: STELLA ELECTRIC CONSTRUCTION LLC

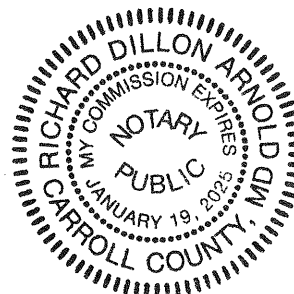
Signed by Authorized and Disclosed Agent

Print Name: Jeffrey Buerhaus

Dated November 18th 2024

Sworn and subscribed to before me, undersigned Notary Public in and for the above listed State and County/Parish on this July 23rd 2024 Jeffrey Buerhaus, who is known to me or satisfactorily proved to me, to be the person whose name is subscribed to this document, and who acknowledged that he/she executed the document in the capacity indicated for the principal named.


Notary Public



LAW OFFICES
HARRISON E. GREENE, III, LLC
107 Thomas Street
Bel Air, Maryland 21014

HARRISON E. GREENE, III

Telephone (443) 318-2775
Facsimile (443) 318-2699
hgreene@harrisingreenelaw.com

November 26, 2024

VIA CERTIFIED MAIL, RETURN RECEIPT

Laurel Lakes, LLC
Suite 340
2800 Quarry Lake Drive
Baltimore, Maryland 21209

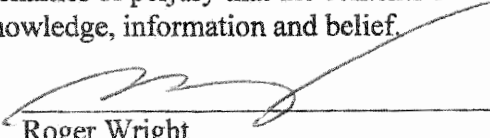
RE: ***Notice to Owner of Intention to Claim a Lien***
My Client: 416 Mechanical Plumbing, LLC
Location: 14136 Baltimore Avenue, Laurel, Maryland 20707
The Vitamin Shoppe
General Contractor Build Retail, Inc.

To Whom it May Concern:

I represent 416 Mechanical Plumbing, LLC. This letter will serve as notice, pursuant to Ann. Code. Md., *Real Property* § 9-104 of my client's intent to obtain a lien on the above referenced real property.

416 Mechanical Plumbing, LLC was a subcontractor of Build Retail, Inc. Build Retail, Inc. was engaged by your tenant, The Vitamin Shoppe. The total amount earned under my client's undertaking to the date hereof is \$19,351.04. The work done and materials provided under the subcontract were as follows: plumbing work for The Vitamin Shoppe location at 14136 Baltimore Avenue, including permit fees, installation of a power flush toilet, groundwork and wall closein, trim work, installation of a new sanitary line and water fountain. All of the aforementioned work and materials were provided and completed by September 15, 2024.

I do solemnly declare or affirm under the penalties of perjury that the contents of the foregoing notice are true to the best of the affiant's knowledge, information and belief.


Roger Wright
Mechanical Plumbing, LLC

Very truly yours,

A handwritten signature in black ink, appearing to read "Harrison E. Greene, III", with a stylized flourish at the end.

Harrison E. Greene, III

cc: Build Retail, Inc.
The Vitamin Shoppe

IN THE CIRCUIT COURT FOR Prince George's County

(City/County)

CIVIL – NON-DOMESTIC CASE INFORMATION SHEET

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a). **RS****Defendant:** You must file an Information Report as required by Rule 2-323(h).**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING**FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT

CASE NUMBER C-16-CV-24-005988

CASE NAME: MDP Contracting, Inc.

vs. The Vitamin Shoppe Laurel, MD

PARTY'S NAME: MDP Contracting, Inc. ^{Plaintiff}PHONE: ^{Defendant}

PARTY'S ADDRESS: 6531 Mid Cities Avenue, Suite 12, Beltsville, MD 20705

PARTY'S E-MAIL:

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: John P. Lynch

PHONE: 410-266-9909

PARTY'S ATTORNEY'S ADDRESS: 888 Bestgate Road, Suite 402, Annapolis, MD 21401

PARTY'S ATTORNEY'S E-MAIL: jlynch@mhlawyers.com

JURY DEMAND? ☐ Yes ☒ NoRELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

ANTICIPATED LENGTH OF TRIAL?: 2 hours days

PLEADING TYPE

New Case: ☒ Original☐ Administrative Appeal☐ AppealExisting Case: ☐ Post-Judgment☐ Amendment**If filing in an existing case, skip Case Category/ Subcategory section – go to Relief section.**

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- ☐ Asbestos
☐ Assault and Battery
☐ Business and Commercial
☐ Conspiracy
☐ Conversion
☐ Defamation
☐ False Arrest/Imprisonment
☐ Fraud
☐ Lead Paint – DOB of Youngest Plt:
☐ Loss of Consortium
☐ Malicious Prosecution
☐ Malpractice-Medical
☐ Malpractice-Professional
☐ Misrepresentation
☐ Motor Tort
☐ Negligence
☐ Nuisance
☐ Premises Liability
☐ Product Liability
☐ Specific Performance
☐ Toxic Tort
☐ Trespass
☐ Wrongful Death

CONTRACT

- ☐ Asbestos
☐ Breach
☐ Business and Commercial
☐ Confessed Judgment (Cont'd)
☐ Construction
☐ Debt
☐ Fraud

☐ Government

- ☐ Insurance
☐ Product Liability

PROPERTY

- ☐ Adverse Possession
☐ Breach of Lease
☐ Detinue
☐ Distress/Distrain
☐ Ejectment
☐ Forcible Entry/Detainer
☐ Foreclosure
☐ Commercial
☐ Residential
☐ Currency or Vehicle
☐ Deed of Trust
☐ Land Installments
☐ Lien
☐ Mortgage
☐ Right of Redemption
☐ Statement Condo
☐ Forfeiture of Property / Personal Item
☐ Fraudulent Conveyance
☐ Landlord-Tenant
☐ Lis Pendens
☒ Mechanic's Lien
☐ Ownership
☐ Partition/Sale in Lieu
☐ Quiet Title
☐ Rent Escrow
☐ Return of Seized Property
☐ Right of Redemption
☐ Tenant Holding Over

PUBLIC LAW

- ☐ Attorney Grievance
☐ Bond Forfeiture Remission
☐ Civil Rights
☐ County/Mncpl Code/Ord
☐ Election Law
☐ Eminent Domain/Condemn.
☐ Environment
☐ Error Coram Nobis
☐ Habeas Corpus
☐ Mandamus
☐ Prisoner Rights
☐ Public Info. Act Records
☐ Quarantine/Isolation
☐ Writ of Certiorari

EMPLOYMENT

- ☐ ADA
☐ Conspiracy
☐ EEO/HR
☐ FLSA
☐ FMLA
☐ Worker's Compensation
☐ Wrongful Termination

INDEPENDENT PROCEEDINGS

- ☐ Assumption of Jurisdiction
☐ Authorized Sale
☐ Attorney Appointment
☐ Body Attachment Issuance
☐ Commission Issuance

☐ Constructive Trust

- ☐ Contempt
☐ Deposition Notice
☐ Dist Ct Mtn Appeal
☐ Financial
☐ Grand Jury/Petit Jury
☐ Miscellaneous
☐ Perpetuate
☐ Testimony/Evidence
☐ Prod. of Documents Req.
☐ Receivership
☐ Sentence Transfer
☐ Set Aside Deed
☐ Special Adm. – Atty
☐ Subpoena Issuc/Quash
☐ Trust Established
☐ Trustee Substitution/Removal
☐ Witness Appearance-Compel

PEACE ORDER

- ☐ Peace Order

EQUITY

- ☐ Declaratory Judgment
☐ Equitable Relief
☐ Injunctive Relief
☐ Mandamus

OTHER

- ☐ Accounting
☐ Friendly Suit
☐ Grantor in Possession
☐ Maryland Insurance Administration
☐ Miscellaneous
☐ Specific Transaction
☐ Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Financial Exploitation | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Contempt | <input checked="" type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- ☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- ☐ Under \$10,000 ☐ \$10,000 - \$30,000 ☒ \$30,000 - \$100,000 ☐ Over \$100,000

- ☐ Medical Bills \$ _____ ☐ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- | | | | |
|----------------|---|--------------------------|---|
| A. Mediation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- | | |
|--|---|
| <input checked="" type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<p><i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.</i></p>	
<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
<p>IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.</p>	
<p>CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)</p>	
<input type="checkbox"/> Expedited	Trial 60 to 120 days from notice. Non-jury matters.
<input type="checkbox"/> Civil-Short	Trial 210 days from first answer.
<input type="checkbox"/> Civil-Standard	Trial 360 days from first answer.
<input type="checkbox"/> Custom	Scheduling order entered by individual judge.
<input type="checkbox"/> Asbestos	Special scheduling order.
<input type="checkbox"/> Lead Paint	Fill in: Birth Date of youngest plaintiff _____
<input type="checkbox"/> Tax Sale Foreclosures	Special scheduling order.
<input type="checkbox"/> Mortgage Foreclosures	No scheduling order.
<p>CIRCUIT COURT FOR BALTIMORE COUNTY</p>	
<input type="checkbox"/> Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
<input type="checkbox"/> Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
<input type="checkbox"/> Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
<input type="checkbox"/> Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

December 13, 2024

/s/ John P. Lynch
Signature of Attorney / Party

8912190051
Attorney Number

888 Bestgate Road, Suite 402
Address

John P. Lynch Printed Name

Annapolis MD 21401
City State Zip Code

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

MDP CONTRACTING, INC.
6531 Mid Cities Avenue, Suite 12
Beltsville, Maryland 20705

Plaintiff/Petitioner,

v.

Case No. C-16-CV-24-005988

THE VITAMIN SHOPPE LAUREL, MD
14136 Baltimore Avenue
Laurel, Maryland 20707

Serve: CSC Lawyers Incorporating Service
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

and

LAUREL LAKES, LLC
2800 Quarry Lake Drive, Suite 340
Laurel, Maryland 20707

Serve: Sanford Schreiber
One South Street, Suite 2440
Baltimore, Maryland 21202

BUILD RETAIL INC.
300 E Lombard Street
Baltimore, Maryland 21202

Serve: Business Filing, Inc.
300 E Lombard Street
Baltimore, Maryland 2120

Defendants/Respondents.

PETITION TO ESTABLISH AND ENFORCE MECHANICS' LIEN
AND COMPLAINT

Plaintiff/Petitioner MDP Contracting, Inc., (“MDP” or “Plaintiff”), by and through its attorneys, John P. Lynch, Aiden A. Galloway and McNamee Hosea, P.A., hereby files this Petition and Complaint against the Defendants/Respondents, The Vitamin Shoppe Laurel, MD, Laurel Lakes, LLC and Build Retail Inc., and in support thereof, states the following:

PARTIES

1. MDP is a corporation registered to conduct business in the State of Maryland and located at 6531 Mid Cities Avenue, Suite 12, Beltsville, Maryland 20705. MDP is principally engaged in the business of providing and delivering construction and building services, materials and supplies throughout Maryland.

2. Upon information and belief, Defendant, The Vitamin Shoppe Laurel, MD (“Vitamin Shoppe”), is registered to conduct business in the State of Maryland and has a retail store selling vitamins and other health products located at 14136 Baltimore Avenue, Laurel, Maryland 20707. Upon information and belief, Laurel Lakes, LLC (“Laurel Lakes”) is the owner of the retail shopping center property (“Property”) where Vitamin Shoppe is located. The Property is more fully and accurately described in the Special Warranty Deed (“Deed”) dated September 30, 1999, located in and among the Land Records of Prince George’s County in Book 13387, beginning at Page 104. A true and accurate copy of the Deed is attached hereto and collectively incorporated herein by reference as **Exhibit A**.

3. The Defendant, Build Retail, Inc. (“Build Retail”) is, upon information and belief, a corporation registered to conduct business in the State of Maryland and lists its

principal address as 300 E Lombard Street, Baltimore, Maryland 21202. Upon information and belief, Build Retail is engaged primarily in construction services and acted as general contractor for a project located at the Vitamin Shoppe location.

JURISDICTION AND VENUE

4. Jurisdiction is vested in this Court pursuant to Maryland Code Ann. Courts and Judicial Proceedings, §§ 1-501 and 6-103(b) because Defendants all regularly conduct business in the State of Maryland and the contracts were performed in Prince George's County, and pursuant to Maryland Code Ann., Real Property, § 9-105(a) because the Property and Vitamin Shoppe leasehold is located entirely within the jurisdiction of the Circuit Court of Prince George's County, Maryland.

5. Venue is proper pursuant to Maryland Code Ann., Courts and Judicial Proceedings, § 6-201, because Defendants carries on regular business in Prince George's County, and pursuant to Maryland Code Ann., Courts and Judicial Proceedings, § 6-203(b)(2), because all of the Property and leasehold is located in Prince George's County, Maryland.

FACTS COMMON TO ALL COUNTS

6. On or about July 29, 2024, MDP and Build Retail, entered into an agreement through a Purchase Order ("Purchase Order") wherein MDP agreed to provide labor and to furnish and install materials to the new retail store located at the Vitamin Shoppe and Property. A copy of the Purchase Order is attached hereto as **Exhibit B**.

7. Thereafter, MDP performed labor and supplied various materials to the Vitamin Shoppe project and Property from on or about July 30, 2024 until on or about

September 17, 2024. A copy of the Change Order/Work Orders detailing the labor performed and the materials supplied are attached hereto and collectively incorporated herein by reference as Exhibit C.

8. Despite MDP's demand for payment, Build Retail failed and refused to make payments in full for the labor and materials which MDP performed and delivered to the Property, leaving a balance of \$47,490.00 due and owing to MDP.

9. Having little other recourse, on November 19, 2024, MDP sent its Notice to Owner or Owner's Agent of Intention to Claim a Lien ("Notice") to Vitamin Shoppe, Laurel Lakes and Build Retail of MDP's intent to file a lien. The Notice was delivered on November 22, 2024 to all parties. Copies of the Notice and signed certified mail Return Receipts are attached hereto and collectively incorporated herein as Exhibit D.

10. Despite sending demand for payment, payment has not been made, and \$47,490.00 remains due and owing to MDP.

COUNT I

Petition to Establish and Enforce Mechanics' Lien against Interest in the Property (as to Vitamin Shoppe and Laurel Lakes)

11. All of the allegations set forth previously herein are hereby incorporated as if fully stated herein.

12. Pursuant to the Agreement and Md. Code Ann., Real Prop. § 9-101, at all pertinent times, Design Build acted as a general contractor, Laurel Lakes as an owner, leasing a leasehold interest on the Property to the Vitamin Shoppe. *See Ex. A.*

13. The Property is located at 14136 Baltimore Avenue, Laurel, Maryland 20707; a portion of the Property as is more fully and accurately described in the Special

Warranty Deed ("Deed") dated September 30, 1999, located in and among the Land Records of Prince George's County in Book 13387, beginning at Page 104. See Exh. A.

14. Upon information and belief, Vitamin Shoppe holds a leasehold interest at the Property for its new retail store.

15. Upon further information and belief, Vitamin Shoppe was aware of, authorized, induced, and retained some benefit, for the project and the work provided to the Property, the leasehold improvements and the Project by MDP.

16. Pursuant to the Purchase Order, MDP supplied Build Retail, and the Project with various supplies from on or about July 30, 2024 until on or about September 17, 2024.

17. The Work was provided to the Vitamin Shoppe store located on the Property.

18. On November 19, 2024, MDP sent notice of its intent to file a lien to Vitamin Shoppe and Laurel Lakes, well within the 120 day statutory requirement of Md. Code Ann., Real Prop. § 9-104(a)(2). See Ex. D.

19. To date, the total amount owed to MDP is \$47,490.00.

20. Pursuant to the statutory requirement of Md. Code Ann., Real Prop. § 9-102 the Property is subject to a mechanic's lien because MDP's Work improved the leasehold interest in the Property in excess of twenty-five percent (25%) of the leasehold Property's value.

21. MDP has satisfied all conditions precedent for the establishment of a lien against the Owner's and/or the Tenant's interests in the leasehold Property pursuant to Md. Code Ann., Real Prop. § 9-101, *et seq.*

22. The facts set forth in this Petition are supported by the Affidavit of MDP's President, Mario Quintero, which is attached hereto and incorporated herein as Exhibit E.

WHEREFORE, MDP requests that this Court:

- a) Establish a mechanics' lien against the leasehold interest of the Vitamin Shoppe on the Property and the improvements thereon in the amount of \$47,490.00, plus pre-judgment interest at the legal rate of 6% per annum, reasonable attorneys' fees, service of process fees and court costs;
- b) Pass an Order, after the mechanics' lien requested herein is established, enforcing same and directing that the leasehold interest at the Property and improvements be sold, unless the mechanics' lien is paid and satisfied on or before the date specified by the Court;
- c) And for such other and further relief as the nature of this cause may require.

COUNT II
Breach of Contract
(as to Build Retail)

23. All of the allegations set forth previously herein are hereby incorporated as if fully stated herein.

24. Pursuant to the Purchase Order, MDP agreed to provide the labor and materials at the request of Build Retail in exchange for payment. See Ex.'s B and C.

25. MDP performed as agreed. *See Ex.'s B and C.*

26. Despite demand by MDP, Build Retail has failed and refused to pay the balance due and owing to MDP of \$47,490.00 for the labor performed and materials provided by MDP to the Property.

27. Build Retail's failure to pay as agreed is a material breach of contract and MDP has suffered damages because of Build Retail's breach.

28. MDP has incurred and continues to incur substantial costs in its efforts to collect the outstanding amount owed to it by Build Retail.

WHEREFORE, MDP requests judgment against Build Retail, in the principal amount of \$47,490.00, pre-judgment interest at the legal rate, reasonable attorneys' fees, service of process fees, costs of suit and such other and further relief as the nature of MDP's cause may require.

COUNT III
(MARYLAND'S PROMPT PAYMENT ACT)

29. All of the allegations set forth previously herein are hereby incorporated herein.

30. The protections of Prompt Payment Act, Sec. 9-301, et seq. of the Real Property Article of the Maryland Annotated Code ("Prompt Payment Act") apply to the work performed by Petitioner for Build Retail on the Property.

31. Pursuant to the terms of the Prompt Payment Act, Petitioner was entitled to be paid by Build Retail within thirty (30) days of the invoice date, but in no event, no longer than seven (7) days thereafter the invoice date.

32. Build Retail has failed to pay Petitioner in accordance with the Prompt Payment Act, despite receiving payment for work performed on the Property.

33. Therefore, Petitioner seeks the amounts due it for work on the Property, plus pre-judgment interest and attorney's fees in accordance with the Prompt Payment Act.

WHEREFORE, MDP requests judgment against Build Retail in the principal amount of \$47,490.00, pre-judgment interest at the legal rate, reasonable attorneys' fees, service of process fees, costs of suit and such other and further relief as the nature of MDP's cause may require.

COUNT IV
(UNJUST ENRICHMENT)

34. All of the allegations set forth previously herein are hereby incorporated herein.

35. Petitioner provided labor and furnished and installed materials to the new retail store located at the Vitamin Shoppe and Property at a significant cost to the Petitioner. The Vitamin Shoppe and Laurel Lakes received the benefit of the materials and services from the Petitioner in the principal amount of Forty-Seven Thousand Four Hundred Ninety Dollars (\$47,490.00).

36. The Vitamin Shoppe and Laurel Lakes had an appreciation and knowledge of the benefits conferred upon it as a result of the materials and services provided by Petitioner to the Property in the principal amount Forty-Seven Thousand Four Hundred Ninety Dollars (\$47,490.00).

37. The Vitamin Shoppe and Laurel Lakes acceptance and retention of the services and building materials provided by the Petitioner while such parties Construction had knowledge of the benefits they was receiving, makes it inequitable for The Vitamin Shoppe and Laurel Lakes o retain these benefits without payment of their value.

WHEREFORE, the Petitioner requests judgment against The Vitamin Shoppe and Laurel Lakes in the principal amount of Forty-Seven Thousand Four Hundred Ninety Dollars (\$47,490.00)., pre-judgment interest at the legal rate, reasonable attorneys' fees, service of process fees, costs of suit and such other and further relief as the nature of MDP's cause may require.

COUNT V
(QUANTUM MERUIT)

38. All of the allegations set forth previously herein are hereby incorporated herein.

39. Petitioner provided services, framing, drywall, finishing, and other building materials and construction labor to The Vitamin Shoppe and Laurel Lakes as agreed upon.

40. The Vitamin Shoppe and Laurel Lakes accepted and retained the use and benefit of such materials and labor and services from the Petitioner and such parties knew that the Petitioner expected to be paid for such labor, materials and services.

41. The value of the unpaid materials and services supplied by Petitioner to PAL Construction is in the amount of Forty-Four Thousand Nine Hundred Dollars (\$44,900.00).

WHEREFORE, the Petitioner requests judgment against PAL Construction, in the principal amount of Forty-Seven Thousand Four Hundred Ninety Dollars (\$47,490.00), plus pre-judgment interest, reasonable attorneys' fees, costs of suit and such other and further relief as the nature of Petitioner's cause may require.

Respectfully Submitted,

MCNAMEE HOSEA, P.A.

By: /s/ John P. Lynch
John P. Lynch
AIS No. 8912190051

/s/ Aiden A. Galloway
Aiden A. Galloway
AIS No. 2211280177
888 Bestgate Road, Suite 402
Annapolis, Maryland 21401
410-266-9909
jlynch@mhlawyers.com
agalloway@mhlawyers.com
Attorneys for Petitioner/Plaintiff,
MDP Contracting, Inc.

EXHIBIT A

13387 104

FIRST AMERICAN
TITLE INSURANCE COMPANY
1025 Connecticut Avenue, NW, Suite 709
Washington, DC 20036

1999 SEP 30 P 2: 39

CLERK OF THE
CIRCUIT COURT

Adm: NDNNA LAG
NA 20256

SPECIAL WARRANTY DEED

THAT LAUREL-VINCENT PLACE ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership ("Grantor"), for and in consideration of the sum of Thirty-Seven Million Five Hundred Thousand Dollars (\$37,500,000), has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto LAUREL LAKES, LLC, a Delaware limited liability company ("Grantee") that certain tract or parcel of land in Prince George's County, State of Maryland, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, being in the Election District, together with all buildings and improvements thereon and all rights, titles, interests, privileges and advantages appurtenant or in anywise appertaining thereto (such land, building, improvements and interests are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto and incorporated herein by this reference, (hereinafter referred to collectively as the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto otherwise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise subject only to the Permitted Encumbrances.

Grantee's address is: 401 N. Michigan
Suite 290
Chicago, Illinois 60611

RECORDATION TAX AND
TRANSFER TAX PAID
OFFICE OF FINANCE
PRINCE GEORGE'S COUNTY, MD.

The Grantor hereby certifies under penalties of perjury that the actual consideration received for the herein described conveyance, including the amount of any deed of trust assumed by the Grantee, is \$37,500,000.

5.00
20.00
187,500.00
187,525.00
Rest PG02
Recpt # 37289
VJ LNS
DLK # 10189
Sep 30, 1999
02:39 PM

Not a public record
Prin. of Prince George's County
This document is for recordation and is not
guaranteed against further taxation even
for prior periods, nor does it guarantee
collection of outstanding tax sales.

BUSDOCS:774567.2

101H0353518REC \$165,000.00
PGC-01-14PH09-30-99 H1

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 13387, p. 0104, MSA_CE64_13467. Date available 09/30/2005. Printed 1/18/2024.

BY 44 CLERK
TRANSFER OFFICE
SEP 30 1999
TRANSFERRER

PGC-01-14PH09-30-99 \$525,000.00
H1

13387 107

LEGAL DESCRIPTION

Commitment No.: 20256

All of those lots or parcels of land situate and lying in Prince George's County, Maryland and easement appurtenant thereto and more particularly described as follows:

PARCEL I

Section "C" in a subdivision known as LAUREL LAKES as per plat thereof recorded in Plat Book NLP 120 at plat 29 among the Land Records of Prince George's County, Maryland, 24.9897 acres more or less.

Tax account number 1037902

PARCEL II

Section "E" in a subdivision known as LAUREL LAKES as per plat thereof recorded in Plat Book NLP 120 at plat 30 among the Land Records of Prince George's County, Maryland, 13.8828 acres more or less.

Tax account number 1037910

PARCEL III

TOGETHER with and subject to Easement and Right of Way granted to Laurel-Vincent Place Associates Limited Partnership by Instrument dated August 3, 1994 and recorded in Liber No. 5948, folio 224 among the Land Records of Prince George's County, Maryland.

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 13387, p. 0107, MSA_CE64_13467, Date available 09/30/2005, Printed 11/18/2024.

13387 108

EXHIBIT B

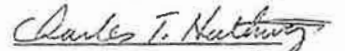
PERMITTED ENCUMBRANCES

1. Matters disclosed on subdivision plat known as LAUREL LAKES as per plat thereof recorded in Plat Book NLP 120 at plat 29 among the Land Records of Prince George's County, Maryland.
2. Matters disclosed on subdivision plat known as LAUREL LAKES as per plat thereof recorded in Plat Book NLP 120 at plat 30 among the Land Records of Prince George's County, Maryland.
3. Easement and Right of Way granted to Laurel-Vincent Place Associates Limited Partnership by Investment dated August 3, 1994 and recorded in Liber No. 5948, folio 234 among the Land Records of Prince George's County, Maryland.
4. Rights of others and other matters affecting the Easement and Right of Way granted to Laurel-Vincent Place Associates Limited Partnership by Instrument dated August 3, 1994 and recorded in Liber No. 5948, folio 224 among the Land Records of Prince George's County, Maryland.
5. Right of Way by and between Laurel-Vincent Place Associates Limited Partnership and Washington Suburban Sanitary Commission dated November 6, 1984 and recorded in Liber No. 6010, folio 300 among the Land Records of Prince George's County, Maryland.
6. Right of Way by and between Laurel-Vincent Place Associates Limited Partnership and Baltimore Gas and Electric Company dated March 26, 1985 and recorded in Liber No. 6122, folio 111 among the Land Records of Prince George's County, Maryland.
7. Easement of Installation of storm drain recorded November 19, 1985 in Liber 6218, folio 880 among the Land Records of Prince George's, Maryland.
8. Agreement by and between Laurel-Vincent Place Associates Limited Partnership and Washington Suburban Sanitary Commission recorded February 20, 1985 and recorded in Liber No. 6275, folio 631 among the Land records of Prince George's County, Maryland.
9. Unrecorded Lease by and between Laurel-Vincent Place Associates Limited Partnership, Landlord, and Texas Beef & Seafood Company, Inc., a Maryland corporation, a/k/a Laredo Grill, Tenant.

BUSDOCS:774667.2

13387 109

This Deed has been prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.


Charles T. Hathway, Attorney

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 13387, p. 0109, MSA_CE64_13467. Date available 09/30/2005. Printed 11/18/2024.

BUSDOCS:774667

13387 105

EXECUTED this the 20th day of September, 1999.

IN WITNESS WHEREOF Grantor has executed this Deed as of the
day and year first hereinabove written.

WITNESS:

GRANTOR:

R. D. R. R.

LAUREL-VINCENT PLACE
ASSOCIATES LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: DEAN WITTER REALTY
INCOME PARTNERSHIP III,
L.P., a Delaware limited
partnership, its general partner

By: DEAN WITTER REALTY
INCOME PROPERTIES
III, INC., a Delaware
corporation, its general
partner

By: Robert B. Austin
Robert B. Austin
Vice President

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 13387, p. 0105, MSA CE64 13467. Date available 09/30/2005. Printed 11/18/2024.

BUSDOCS:774567

13387 106

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

On this the 2nd day of September, 1999, before me, the undersigned officer, personally appeared Robert B. Austin, who acknowledged himself to be the Vice President of Dean Witter Realty Income Properties III, Inc., a corporation, which is general partner of Dean Witter Realty Income Partnership III, L.P., a limited partnership, which, in turn, is managing general partner of Laurel-Vincent Place Associates Limited Partnership, a Virginia limited partnership, and on behalf of said corporation and said partnerships did acknowledge that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such partner of such partner by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.


Name:

My commission expires: August 6, 2000

ALAN M. DI SCIULLO
Notary Public, State of New York
No. 31-6070184
Qualified in New York County
Commission Expires August 6, 2000

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 13387, p. 0106, MSA_CE64_13467. Date available 09/30/2005. Printed 11/18/2024.

BUSDOCS:774567

EXHIBIT B

Build Retail Inc.
103 Gannaway Street
Jamestown, NC 27282
Phone: (336) 454-0158

PURCHASE ORDER

Fax or email signed copy of Purchase Order and Certificate of Insurance prior to commencement. Send original copy with invoice by mail.

The following number must appear on all related correspondence, shipping papers, and invoices:

P.O. NUMBER: VITAMIN SHOPPE AT LAUREL, MD.

Date of Issue: July 29, 2024

NOTE: Build Retail Inc. will not provide payment for additional work by subcontractor not approved in advance. Superintendent cannot approve change orders.

TO:
MDP CONTRACTING
6531 MID CITIES AVE
SUITE #12
BELTSVILLE, MD 20705

PROJECT:
Vitamin Shoppe
14136 Baltimore Ave.
Laurel, MD 20707

	DESCRIPTION		
	<p>Furnish and install labor and materials per proposal dated 07/25/2024.</p> <p>Divison#2 = \$13,100.00 Division #9 = \$28,400.00</p>		

CERTIFICATE OF INSURANCE Subcontractor will provide a Certificate of Insurance for General Liability (minimum limits of \$2,000,000 General Aggregate/\$1,000,000 Per Occurrence), Automobile Liability and Workers Compensation. Build Retail Inc. (BRI) shall be named Additional Insured as respects liability on a primary and non-contributory basis. A waiver of subrogation shall apply in favor of BRI on the general liability and workers compensation policies. BRI will be notified no less than (30) days prior to termination or non-renewal of coverage.

TOTAL \$41,500.00

Start Date: July 30, 2024

Completion Date: September 15, 2024

J. Wesley Cashwell

Build Retail Inc. (Signature)

Miguel Barran

7/29/2024

Subcontractor (signature)

Date

EXHIBIT C



	CHANGE ORDER/WORK ORDER
--	--------------------------------

DATE: 4-Sep-24

Change Order/Work order#

MDPC01

CORENIC CONSTRUCTION**PROJECT LOCATION:**

The Vitamin Shoppe Laurel
 14136 Baltimore Avenue
 Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

- | | |
|---|-------------|
| 1. Sawcut and demo reinforced concrete slab to accommodate new plumbing and underground work at several locations. Remove concrete debris to GC provided dumpster. Provide new concrete pouring at all sawcut areas after underground work completed. | \$ 4,100.00 |
|---|-------------|

COST OF CHANGE: \$ 4,100.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
 OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
 THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$4,100.00
Revised Contract Amount	\$4,100.00

MDP Contracting Inc. Miguel Barran

Project Manager 9/4/2024

Build Retail Inc.

Miguel Barran
 Authorized Representative

Title Date
 President 09/13/2024

Title Date



	CHANGE ORDER/WORK ORDER
--	--------------------------------

DATE: 17-Sep-24

Change Order/Work order#

MDPCO4**CORENIC CONSTRUCTION****PROJECT LOCATION:**The Vitamin Shoppe Laurel14136 Baltimore AvenueLaurel, MD 20707**DESCRIPTION OF WORK:**

Additional work requested by GC as specified below:

- | | |
|---|-------------|
| 1. Build column at storefront per walkthrough with GC's project manager | \$ 3,250.00 |
| Provide general cleaning as requested by GC's project manager | |
| Provide (1) 12"x12" access panel at bathroom/water fountain wall | |

COST OF CHANGE: \$ 3,250.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$3,250.00
Revised Contract Amount	\$3,250.00

MDP Contracting Inc. Miguel Barran Project Manager 9/17/2024Miguel Barran

President Title

Date 9/17/2024

Build Retail Inc.

[Signature]
Authorized Representative

Title

Date



	CHANGE ORDER/WORK ORDER
--	--------------------------------

DATE: 17-Sep-24

Change Order/Work order#

MDPC05**CORENIC CONSTRUCTION****PROJECT LOCATION:**

The Vitamin Shoppe Laurel
 14136 Baltimore Avenue
 Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

- | | |
|--|-------------|
| 1. Provide equipment, labor and materials to grind, prep and seal concrete floors at Stock room, Hallway 1, Hallway 2, Toilet room & Storage per Finish Plan and schedule. | \$ 7,950.00 |
|--|-------------|

COST OF CHANGE: \$ 7,950.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
 OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
 THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$7,950.00
Revised Contract Amount	\$7,950.00

MDP Contracting Inc. Miguel Barran

Project Manager 9/17/2024

Build Retail Inc.

Miguel Barran

Title

Date

[Signature]

President

9/20/2024

Authorized Representative

Title

Date



	CHANGE ORDER/WORK ORDER
--	--------------------------------

DATE: 13-Sep-24

Change Order/Work order#

MDPCO2

REVISED

CORENIC CONSTRUCTION**PROJECT LOCATION:**The Vitamin Shoppe Laurel14136 Baltimore AvenueLaurel, MD 20707**DESCRIPTION OF WORK:**

Additional work requested by GC as specified below:

- | | |
|---|-------------|
| 1. Provide labor and materials to paint walls P-1 throughout with P-4 accent at Backwrap per Finish plan and schedule. Paint all interior doors P-3 both sides and inside of exterior door only.
All paint to be Benjamin Moore as specified on plans. | \$ 8,000.00 |
|---|-------------|

* Graphics not included. Graphics by Graphics installer.

COST OF CHANGE: \$ 8,000.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$8,000.00
Revised Contract Amount	\$8,000.00

MDP Contracting Inc.

Miguel Barran

Project Manager

9/13/2024

Build Retail Inc.

Miguel Barran

Title

Date

President

09/13/2024

Authorized Representative

Title

Date



	CHANGE ORDER/WORK ORDER
--	--------------------------------

DATE: 13-Sep-24

Change Order/Work order#

MDPCO3**CORENIC CONSTRUCTION****PROJECT LOCATION:**The Vitamin Shoppe Laurel14136 Baltimore AvenueLaurel, MD 20707**DESCRIPTION OF WORK:**

Additional work requested by GC as specified below:

1. Patching holes on damaged North Wall at Sales Area as required for painting.

\$ 790.00

COST OF CHANGE: \$ 790.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$790.00
Revised Contract Amount	\$790.00

MDP Contracting Inc. Miguel Bayran

Project Manager 9/13/2024

Build Retail Inc.

Miguel Bayran

Title Date

President 09/13/2024

Authorized Representative

Title Date



CHANGE ORDER/WORK ORDER

DATE: 13-Sep-24

Change Order/Work order#

MDPC03

CORENIC CONSTRUCTION

PROJECT LOCATION:

The Vitamin Shoppe Laurel
14136 Baltimore Avenue
Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

1. Patching holes on damaged North Wall at Sales Area as required for painting. \$ 790.00

COST OF CHANGE: \$ 790.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$790.00
Revised Contract Amount	\$790.00

MDP Contracting Inc.	<u>Miguel Bayran</u>	Project Manager	9/13/2024
	Miguel Bayran	Title	Date
Build Retail Inc.	<u>[Signature]</u>	President	09/13/2024
	Authorized Representative	Title	Date



CHANGE ORDER/WORK ORDER

DATE: 17-Sep-24

Change Order/Work order#

MDPCO4

CORENIC CONSTRUCTION**PROJECT LOCATION:**

The Vitamin Shoppe Laurel
 14136 Baltimore Avenue
 Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

1. Build column at storefront per walkthrough with GC's project manager \$ 3,250.00
 Provide general cleaning as requested by GC's project manager
 Provide (1) 12"x12" access panel at bathroom/water fountain wall

COST OF CHANGE: \$ 3,250.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
 OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
 THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$3,250.00
Revised Contract Amount	\$3,250.00

MDP Contracting Inc. Miguel Barran Project Manager 9/17/2024

Miguel Barran

President Title

Date 9/17/2024

Build Retail Inc.

[Signature]
Authorized Representative

Title

Date

EXHIBIT D



McNamee Hosea

JOHN P. LYNCH, PRINCIPAL
ALSO MEMBER DISTRICT OF COLUMBIA BAR

JLYNCH@MHLAWYERS.COM
DIRECT DIAL. EXT. 325

November 19, 2024

VIA CERTIFIED MAIL

The Vitamin Shoppe Laurel, MD
c/o CSC Lawyers Incorporating Service
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

Laurel Lakes, LLC
c/o Sanford Schreiber, Reg. Agent,
One South Street, Suite 2440
Baltimore, Maryland 21202

Re: Our Client: MDP Contracting
Project: The Vitamin Shoppe at Laurel, Maryland
Amount Due: \$47,490.00
MH Matter No. 13790-0011

Dear Sir or Madame:

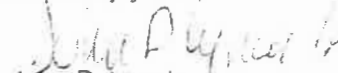
Please be advised that this office represents MDP Contracting with respect to the concrete demolition, pouring, wall patching and painting, floor sealing and related materials supplied to The Vitamin Shoppe project located in Laurel, Maryland ("Premises") at the request of Build Retail, Inc.

Despite efforts to obtain payment, MDP Contracting remains due and owing the sum of **Forty-Seven Thousand Four Hundred Ninety and 00/100 Dollars (\$47,490.00)** for such service and materials. Enclosed is our client's Notice to Owner or Owner's Agent of Intention to Claim a Lien for the materials provided to this Project that remain unpaid, along with copies of the outstanding pay requisition identifying such materials installed in the Project.

Please contact me upon receipt of this Notice to discuss resolution of these outstanding amounts due MDP Contracting. In the event that prompt payment cannot be arranged, MDP Contracting will have no alternative but to file a Petition to Enforce the Lien and assert all necessary and legal claims to ensure payment to my client. Nothing contained herein shall constitute a waiver of any contractual or legal rights, and any such rights are expressly reserved.

Time is of the essence. Thank you for your attention to this matter.

Sincerely yours,



John P. Lynch

JPL/jht
Enclosures

cc: VIA CERTIFIED MAIL AND ELECTRONIC MAIL W/ENCLOSURES:

Build Retail Inc. c/o Wes Cashwell
Buildretail estimating@gmail.com;
wescashwell@gmail.com

**NOTICE TO OWNER OR OWNER'S AGENT
OF INTENTION TO CLAIM A LIEN**

VIA CERTIFIED MAIL

November 19, 2024

The Vitamin Shoppe Laurel, MD
c/o CSC Lawyers Incorporating Service
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

Laurel Lakes, LLC
c/o Sanford Schreiber, Reg. Agent.
One South Street, Suite 2440
Baltimore, Maryland 21202

MDP Contracting, contractor, furnished labor and materials for or about the building generally designated or briefly described as The Vitamin Shoppe retail store, located at 14136 Baltimore Avenue in Laurel, Prince George's County, Maryland 20707 and as further described in the Deed recorded among the Land Records of Prince George's County. The total amount earned under the subcontractor's undertaking to the date hereof is Sixty-Five Thousand Five Hundred and Ninety and 00/100 Dollars (\$65,590.00), of which the sum of Forty-Seven Thousand Four Hundred and Ninety and 00/100 Dollars (\$47,490.00) remains unpaid as of the date hereof.

The work done and materials provided under the contract were as follows: Furnished, demolished, installed or otherwise provided concrete pouring, wall patching and painting, floor sealing, and related materials and supplies for the above property from on or about July 30, 2024, through September 27, 2024. The materials were furnished, and the work was performed, at the request of Build Retail, Inc. 103 Gannaway Street, Jamestown, North Carolina 27282.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Notice are true to the best of the affiant's knowledge, information and belief.

MDP Contracting Inc.

Dated: November 19, 2024

By: 

Mario Quintero, President
Authorized Officer/Agent

Build Retail Inc.
103 Gannaway Street
Jamestown, NC 27282
Phone: (336) 454-0158

PURCHASE ORDER

Fax or email signed copy of Purchase Order and
Certificate of Insurance prior to commencement. Send
original copy with invoice by mail.

The following number must appear on all related
correspondence, shipping papers, and invoices:

P.O. NUMBER: VITAMIN SHOPPE AT LAUREL, MD.

Date of Issue: July 29, 2024

NOTE: Build Retail Inc. will not provide payment
for additional work by subcontractor not approved in advance.
Superintendent cannot approve change orders.

TO:
MDP CONTRACTING
6531 MID CITIES AVE
SUITE #12
BELTSVILLE, MD 20705

PROJECT:
Vitamin Shoppe
14136 Baltimore Ave.
Laurel, MD 20707

DESCRIPTION

Furnish and install labor and materials per proposal dated 07/25/2024.

Division #2 = \$13,100.00
Division #9 = \$28,400.00

CERTIFICATE OF INSURANCE Subcontractor will provide a Certificate of Insurance for General Liability (minimum limits of \$2,000,000 General Aggregate/\$1,000,000 Per Occurrence), Automobile Liability and Workers Compensation. Build Retail Inc. (BRI) shall be named Additional Insured as respects liability on a primary and non-contributory basis. A waiver of subrogation shall apply in favor of BRI on the general liability and workers compensation policies. BRI will be notified no less than (30) days prior to termination or non-renewal of coverage.

TOTAL \$41,500.00

Start Date: July 30, 2024
Completion Date: September 15, 2024

J. Wesley Cashwell
Build Retail Inc. (Signature)

Miguel Barran 7/29/2024
Subcontractor (signature) Date



CHANGE ORDER/WORK ORDER

DATE: 4-Sep-24

Change Order/Work order#

MDPC01

CORENIC CONSTRUCTION

PROJECT LOCATION:

The Vitamin Shoppe Laurel
14136 Baltimore Avenue
Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

1. Sawcut and demo reinforced concrete slab to accommodate new plumbing and underground work at several locations. Remove concrete debris to GC provided dumpster. Provide new concrete pouring at all sawcut areas after underground work completed. \$ 4,100.00

COST OF CHANGE: \$ 4,100.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE
OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM
THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$4,100.00
Revised Contract Amount	\$4,100.00

MDP Contracting Inc. Miguel Barran

Project Manager 9/4/2024

Build Retail Inc.

Miguel Barran
Authorized Representative

Title Date
President 09/13/2024
Title Date



CHANGE ORDER/WORK ORDER

DATE: 13-Sep-24

Change Order/Work order#

MDPCO2

REVISED

CORENIC CONSTRUCTION**PROJECT LOCATION:**The Vitamin Shoppe Laurel14136 Baltimore AvenueLaurel, MD 20707**DESCRIPTION OF WORK:**

Additional work requested by GC as specified below:

1. Provide labor and materials to paint walls P-1 throughout with P-4 accent at Backwrap per Finish plan and schedule. Paint all interior doors P-3 both sides and inside of exterior door only. All paint to be Benjamin Moore as specified on plans. \$ 8,000.00

* Graphics not included. Graphics by Graphics installer.

COST OF CHANGE: \$ 8,000.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM THE DATE OF THIS CHANGE ORDER REQUEST.

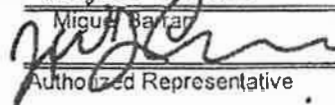
Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$8,000.00
Revised Contract Amount	\$8,000.00

MDP Contracting Inc. Miguel Bayran

Project Manager

9/13/2024

Build Retail Inc.

Miguel Bayran

 Authorized Representative

Title

President

Date

09/13/2024

Title

Date



CHANGE ORDER/WORK ORDER

DATE: 17-Sep-24

Change Order/Work order#

MDPC05

CORENIC CONSTRUCTION

PROJECT LOCATION: The Vitamin Shoppe Laurel
14136 Baltimore Avenue
Laurel, MD 20707

DESCRIPTION OF WORK:

Additional work requested by GC as specified below:

1. Provide equipment, labor and materials to grind, prep and seal concrete floors at Stock room, Hallway 1, Hallway 2, Toilet room & Storage per Finish Plan and schedule. \$ 7,950.00

COST OF CHANGE: \$ 7,950.00

SIGNING THIS DOCUMENT AUTHORIZES MDP CONTRACTING, INC. TO PROCEED WITH THE OR CHANGES AS LISTED ABOVE AND PAYMENT FOR WORK WILL BE PAID 30 DAYS FROM THE DATE OF THIS CHANGE ORDER REQUEST.

Original Contract Amount	\$0.00
Prior Increase	\$0.00
Current Revised Contract Amount	\$0.00
This Increase	\$7,950.00
Revised Contract Amount	\$7,950.00

MDP Contracting Inc. Miguel BarranProject Manager 9/17/2024

Build Retail Inc.

Miguel Barran

Title

Date

President

9/20/2024

Authorized Representative

Title

Date

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Vitamin Shoppe Laurel, MD
c/o CSC Lawyers Incorporating Service
7 St. Paul Street, Suite 820
Baltimore, MD 21202



9590 9402 8797 4005 1416 31

2. Article Number (Transfer from service label)

9589 0710 5270 1611 9782 59

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |

iii Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Laurel Lakes, LLC c/o Sanford Schreiber, Reg. Agent Once South Street, Suite 2440 Baltimore, MD 21202</p>		<p>B. Received by (Printed Name) Denise Davis</p> <p>C. Date of Delivery 11/22/24</p>	
<p>2. Article Number (Transfer from service label) 9590 9402 8797 1005 1410 24</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>4. Article Number (Transfer from service label) 9589 0710 5270 1611 9782 66</p>		<p>5. Mail Restricted Delivery (0)</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Build Retail, Inc. 103 Gannaway Street Jamestown, NC 27282</p>		<p>B. Received by (Printed Name) </p>	<p>C. Date of Delivery 11/1/72</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 3797 4005 1416 17</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>	
<p>9589 0710 5270 1611 9782 73 Restricted Delivery</p>			

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

E-FILED; Prince George's Circuit Court
Docket: 12/13/2024 4:25 PM; Submission: 12/13/2024 4:25 PM
Envelope: 19183375

EXHIBIT E

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

MDP CONTRACTING, INC.

Plaintiff/Petitioner,

v.

**THE VITAMIN SHOPPE
LAUREL, MD, *et al.***

Defendants/Respondents.

:
:
:
:
:
:
:
:
:
:
:
:

Case No. _____

AFFIDAVIT OF MARIO QUINTERO

I, Mario Quintero, am at least eighteen (18) years of age, competent to testify, and have personal knowledge of the facts and circumstances stated herein:

1. I am the President of MDP Contracting, Inc. ("MDP"), the Petitioner/Plaintiff in this matter.

2. The Respondents/Defendants, The Vitamin Shoppe Laurel, MD and Laurel Lakes, LLC (collectively "Owners") are the interest holders of the Leasehold Property and fee simple interest upon which a mechanics' lien is sought to be established and enforced as described in the Complaint and Petition.


3. MDP supplied labor and furnished materials to the Owners' interests as described and set forth in the Petition to Establish and Enforce Mechanics' Lien and Complaint.

4. The total principal amount due and owing at the present time is \$47,490.00 for the Work provided to the Owners and the Leasehold Property.

5. All of the facts and matters set forth in the Petition to Establish and Enforce Mechanics' Lien and Complaint are true and correct.

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE
FACTUAL STATEMENTS MADE ABOVE ARE CORRECT AND TRUE TO THE
BEST OF MY KNOWLEDGE.

Dated: 12/12/2024

By: 
Mario Quintero, President
MDP Contracting, Inc.

Notice to Owner or Owner's Agent of Intention to Claim a Lien
Md. Code, Real Prop. §9-104

Date: 12 / 05 /20 24

Statewide Contracting Services, Inc. (Subcontractor) did work or furnished material

for or about the building generally designated or briefly described as:

The Vitamin Shoppe, 14136 Baltimore Avenue, Laurel, MD 20707

The total amount earned under the Subcontractor's undertaking to the date hereof is \$ 32,595.00

of which \$ 17,565.00 is due and unpaid as of the date hereof. The work done or materials provided under the subcontract were as follows:

- Brief description of the work done, or the materials furnished:

Furnish and install labor and materials per SCSL proposal dated 05/30/2024,
with exclusions. Proposal attached.

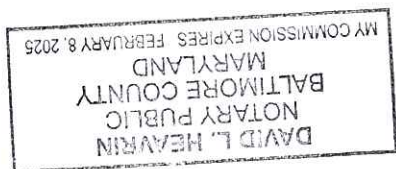
• Date labor and/or materials first furnished: 08 / 09 /20 24

• Date labor and/or materials last furnished: 09 / 24 /20 24

- Person for whom work was done or to whom the materials were furnished:

Build Retail Inc. 103 Gannaway Street, Jamestown, NC 27282

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing notice are true to the best of the affiant's knowledge, information, and belief.



Signature

Daniel Heavrin, President

Name of individual on behalf of Company

Statewide Contracting Services, Inc.

Company

All Transactions for Build Retail Inc.:Vitamin Shoppe

All Transactions

Date	Type	Num	Aging	Memo	Amount	Open Balance
08/14/2024	Invoice	20364		APPLICATION #1	15,030.00	
09/10/2024	Invoice	20381	86	APPLICATION #2	15,655.50	15,655.50
10/08/2024	Invoice	20399	58	APPLICATION #3 - RETAINAGE ONLY	3,409.50	3,409.50
					34,095.00	19,065.00
10/28/2024	Payment	1262		Pymt - Invoice 20364	15,030.00	
					15,030.00	
Subcontract Amount					\$34,095.00	
Deduct for installation of economizer*					(\$500.00)	
Deduct for air balance*					(\$1,000.00)	
					\$32,595.00	

*These items were not completed as Electrician has not completed his work.



Statewide Contracting Services, Inc.
1511 Serpentine Road
Baltimore, MD 21209-2021
410-296-2665 scsi@scsimd.com
www.scsimd.com

HVAC BID BREAKDOWN

Estimator: **DAVE HEAVRIN**

DATE: 5-30-24

PROJECT NAME:

Vitamin Shop

STORE #:

SITE LOCATION:

Lourel MD

SCOPE OF WORK: MECHANICAL/HVAC- As per mechanical plans dated 3-8-24, pages bid from M 1.0-2.0.
Equipment furnished on standard lead times.

INCLUSIVE: Furnish / Install = F I (Checked Accordingly)

	F/I	YES	NO	N/A
Equipment: <u>1-RTU</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Service Reuse Equip.:	F			<input checked="" type="checkbox"/> X
VAV Boxes:	F I			<input checked="" type="checkbox"/> X
Temperature Controls: <u>1</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Control Wiring	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Power to Unit	F I		<input checked="" type="checkbox"/> X	
Refrigeration Lines:	F I			<input checked="" type="checkbox"/> X
Gas Piping	F I			<input checked="" type="checkbox"/> X
Pipe Insulation	F I			<input checked="" type="checkbox"/> X
Condensate Piping: <u>1</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Chill / Hot Water Pipe	F I			<input checked="" type="checkbox"/> X
Air Devices: <u>6</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Reuse Air Devices		<input checked="" type="checkbox"/> X		
New Ductwork	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Reuse Ductwork		<input checked="" type="checkbox"/> X		
Ductwork Demolition	<input checked="" type="checkbox"/> F	<input checked="" type="checkbox"/> X		
Ducted Return	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Duct Insulation	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		

	F/I	YES	NO	N/A
Heater:	F I			<input checked="" type="checkbox"/> X
Fire Dampers:	F I			<input checked="" type="checkbox"/> X
Smoke Detectors: <u>1</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Smoke Evacuation	F I			<input checked="" type="checkbox"/> X
Structural Support Steel	F I			<input checked="" type="checkbox"/> X
Restroom Exhaust Fan: <u>1</u>	<input checked="" type="checkbox"/> F I	<input checked="" type="checkbox"/> X		
Special Exhaust Fan:	F I			<input checked="" type="checkbox"/> X
Exhaust Hood:	F I			<input checked="" type="checkbox"/> X
Exhaust Ductwork:	F I			<input checked="" type="checkbox"/> X
Roof Cut / Flash / Patch	F I			<input checked="" type="checkbox"/> X
Roof Curb:	F I			<input checked="" type="checkbox"/> X
Unit Removal <u>1-RTU</u>		<input checked="" type="checkbox"/> X		
Crane Lift		<input checked="" type="checkbox"/> X		
	F I			
Certified Air Balance Report	<input checked="" type="checkbox"/> F	<input checked="" type="checkbox"/> X		
Clean Up (To GC Dumpster)	<input checked="" type="checkbox"/> F	<input checked="" type="checkbox"/> X		
Permit Fees	<input checked="" type="checkbox"/> F	<input checked="" type="checkbox"/> X		
Worked at site before			<input checked="" type="checkbox"/> X	

EXCLUSIVE (Unless specifically included above) - Additional Insurance forms or equivalent, Antimicrobial coating, Control conduit, Architectural access doors/panels, Bonds, Ceiling removal, Coil Coating, Commissioning/3rd Party Agency of any kind, Coordination/Shop Drawings/CAD/Composite drawings, Layout/Framing/Cutting/Patching of roof/walls/ceilings, Cutting/Excavation/All Concrete work/Housekeeping pads, Demolition, Disconnect switches, Duct Cleaning, Electric, Energy Management System Supply/Install and/or, Tie-Ins, Engineering/Shop drawings, Excavation /unforeseen conditions, Fire Stopping/Caulking, Fire suppression, Framing, Gas line, Grease guard, Isolation rails, Leveling of Roof Equipment Supports, Lintels, Motor Starters, Curb Blocking/Leveling/Insulating, Lift Plan for Crane/Helicopter (additional cost), Low Temperature work, Caulking of fixtures, Gas Piping/Plumbing, Novar System, Off Hours/Night work/Wage Scale/Accelerated schedule/Over manning project, Painting, Roofing, Seismic restraints, Shrink wrapping duct, Site Visit, Sprinkler, Starters, Structural/Support Steel work, Stainless Steel work, Tie-ins over 20', Ceiling Removal/Replace, VFD's, Water Heater venting, Warranty or repairs to existing equipment/controls/ductwork, Weatherproofing, Wet taps, Line voltage wiring, X-ray/Core drilling/GPR, Duct Leak Testing, Wiring Diagrams, Plan notes on any pages other than Mechanical Plans.

TOTAL PARTS & LABOR: \$ 34,095.00

ADDITIONAL HOURLY RATES - Regular: \$140.00 / Overtime: \$225.00 (per person)

NOTES:

Also excluded: Disconnect switch, Corb adapter.

QUOTE SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS. DUE TO EXCESSIVE BIDS, THIS PROJECT WAS BID BY ELECTRONIC PRINTS ONLY. TO NEGOTIATE THE PROJECT A SITE VISIT MUST OCCUR TO GIVE A FIRM NEGOTIATED BID PRICE. ALL REQUESTS FOR CHANGE ORDERS MUST BE SIGNED BY PROJECT MANAGER PRIOR TO COMMENCE OF WORK. WE WILL NOT ACCEPT APPROVAL FROM FIELD SUPERINTENDANT.